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NOTE: CHANGES MADE BY THE COURT

13 Attorneys for Defendant
14 THE BOEING COMPANY

15
16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **WESTERN DIVISION**

19
20 LASER SPALLATION TECHNOLOGIES,)
21 LLC, a California company,)
22 Plaintiff,)
23 v.)
24 THE BOEING COMPANY, a Delaware)
25 corporation,)
26 Defendant.)

Case No. 2:23-cv-02294-AB-SK

STIPULATED PROTECTIVE ORDER EXCEPT AS MODIFIED BY THE COURT

Judge: Hon. Andre Birotte, Jr.
Magistrate Judge: Hon, Steve Kim

1 1. A. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting this litigation
5 may be warranted. Accordingly, the parties hereby stipulate to and petition the Court
6 to enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to discovery
8 and that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 14.4, below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve trade secrets, customer and pricing lists, and
17 other valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and from
19 use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other things,
21 confidential business or financial information, information regarding confidential
22 business practices, or other confidential research, development, or commercial
23 information (including information implicating privacy rights of third parties),
24 information otherwise generally unavailable to the public, or which may be privileged
25 or otherwise protected from disclosure under state or federal statutes, court rules, case
26 decisions, or common law. Accordingly, to expedite the flow of information, to
27 facilitate the prompt resolution of disputes over confidentiality of discovery materials,
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1 to adequately protect information the parties are entitled to keep confidential, to
2 ensure that the parties are permitted reasonable necessary uses of such material in
3 preparation for and in the conduct of trial, to address their handling at the end of the
4 litigation, and serve the ends of justice, a protective order for such information is
5 justified in this matter. It is the intent of the parties that information will not be
6 designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10 2. DEFINITIONS

11 2.1 Challenging Party: a Party or Non-Party that challenges the designation
12 of information or items under this Order.

13 2.2 "CONFIDENTIAL" Information or Items: information (regardless of
14 how it is generated, stored or maintained) or tangible things that qualify for protection
15 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
16 Cause Statement.

17 2.3 Counsel (without qualifier): Outside Counsel of Record and House
18 Counsel (as well as their support staff).

19 2.4

20 2.5 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
23 ONLY."

24 2.6 Disclosure or Discovery Material: all items or information, regardless of
25 the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.
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1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
3 expert witness or as a consultant in this action.

4 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 Information or Items: extremely sensitive “Confidential Information or Items,”
6 disclosure of which to another Party or Non-Party would create a substantial risk of
7 serious harm that could not be avoided by less restrictive means.

8 2.9 House Counsel: attorneys who are employees of a party to this action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.10 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.11 Outside Counsel of Record: attorneys who are not employees of a party
14 to this action but are retained to represent or advise a party to this action and have
15 appeared in this action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party.

17 2.12 Party: any party to this action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this action.

22 2.14 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.15 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL –
28

1 ATTORNEYS' EYES ONLY."

2 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
3 from a Producing Party.

4 3. SCOPE

5 The protections conferred by this Stipulation and Order cover not only
6 Protected Material (as defined above), but also (1) any information copied or extracted
7 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
8 Protected Material; and (3) any testimony, conversations, or presentations by Parties
9 or their Counsel that might reveal Protected Material. However, the protections
10 conferred by this Stipulation and Order do not cover the following information: (a)
11 any information that is in the public domain at the time of disclosure to a Receiving
12 Party or becomes part of the public domain after its disclosure to a Receiving Party as
13 a result of publication not involving a violation of this Order, including becoming part
14 of the public record through trial or otherwise; and (b) any information known to the
15 Receiving Party prior to the disclosure or obtained by the Receiving Party after the
16 disclosure from a source who obtained the information lawfully and under no
17 obligation of confidentiality to the Designating Party.

18 Any use of Protected Material at trial shall be governed by the orders of the trial
19 judge. This Order does not govern the use of Protected Material at trial.

20 4. DURATION

21 Even after final disposition of this litigation, the confidentiality obligations
22 imposed by this Order shall remain in effect until a Designating Party agrees
23 otherwise in writing or a court order otherwise directs. Final disposition shall be
24 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or
25 without prejudice; and (2) final judgment herein after the completion and exhaustion
26 of all appeals, rehearings, remands, trials, or reviews of this action, including the time
27 limits for filing any motions or applications for extension of time pursuant to
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1 applicable law.

2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Non-Party that designates information or items for protection
5 under this Order must take care to limit any such designation to specific material that
6 qualifies under the appropriate standards. To the extent it is practical to do so, the
7 Designating Party must designate for protection only those parts of material,
8 documents, items, or oral or written communications that qualify – so that other
9 portions of the material, documents, items, or communications for which protection is
10 not warranted are not swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations
12 that are shown to be clearly unjustified or that have been made for an improper
13 purpose (e.g., to unnecessarily encumber or retard the case development process or to
14 impose unnecessary expenses and burdens on other parties) ~~may~~ expose the
15 Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it
17 designated for protection do not qualify for protection at all or do not qualify for the
18 level of protection initially asserted, that Designating Party must promptly notify all
19 other parties that it is withdrawing the mistaken designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in
21 this Order (see, e.g., second paragraph of section 5.2(a) and 5.3 below), or as
22 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
23 protection under this Order must be clearly so designated before the material is
24 disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents,
27 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
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1 Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
2 – ATTORNEYS’ EYES ONLY” to each page that contains protected material. If only
3 a portion or portions of the material on a page qualifies for protection, the Producing
4 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
5 markings in the margins) and must specify, for each portion, the level of protection
6 being asserted.

7 A Party or Non-Party that makes original documents or materials available for
8 inspection need not designate them for protection until after the inspecting Party has
9 indicated which material it would like copied and produced. During the inspection and
10 before the designation, all of the material made available for inspection shall be
11 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
12 inspecting Party has identified the documents it wants copied and produced, the
13 Producing Party must determine which documents, or portions thereof, qualify for
14 protection under this Order. Then, before producing the specified documents, the
15 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains
17 Protected Material. If only a portion or portions of the material on a page qualifies for
18 protection, the Producing Party also must clearly identify the protected portion(s)
19 (e.g., by making appropriate markings in the margins) and must specify, for each
20 portion, the level of protection being asserted.

21 (b) for testimony given in deposition or in other pretrial or trial proceedings,
22 that the Designating Party identify on the record, before the close of the deposition,
23 hearing, or other proceeding, all protected testimony and specify the level of
24 protection being asserted. When it is impractical to identify separately each portion of
25 testimony that is entitled to protection and it appears that substantial portions of the
26 testimony may qualify for protection, the Designating Party may invoke on the record
27 (before the deposition, hearing, or other proceeding is concluded) a right to have up to
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1 21 days to identify the specific portions of the testimony as to which protection is
2 sought and to specify the level of protection being asserted. Only those portions of the
3 testimony that are appropriately designated for protection within the 21 days shall be
4 covered by the provisions of this Stipulated Protective Order. Alternatively, a
5 Designating Party may specify, at the deposition or up to 21 days afterwards if that
6 period is properly invoked, that the entire transcript shall be treated as
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY.”

9 The use of a document as an exhibit at a deposition shall not in any way affect
10 its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY.”

12 Transcripts containing Protected Material shall have an obvious legend on the
13 title page that the transcript contains Protected Material, and the title page shall be
14 followed by a list of all pages (including line numbers as appropriate) that have been
15 designated as Protected Material and the level of protection being asserted by the
16 Designating Party. The Designating Party shall inform the court reporter of these
17 requirements. Any transcript that is prepared before the expiration of a 21-day period
18 for designation shall be treated during that period as if it had been designated
19 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
20 otherwise agreed. After the expiration of that period, the transcript shall be treated
21 only as actually designated.

22 (c) for information produced in some form other than documentary and for any
23 other tangible items, that the Producing Party affix in a prominent place on the
24 exterior of the container or containers in which the information or item is stored the
25 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY.” If only a portion or portions of the information or item warrant protection,
27 the Producing Party, to the extent practicable, shall identify the protected portion(s)
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1 and specify the level of protection being asserted.

2 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
3 qualified information or items does not waive the Designating Party's right to secure
4 protection under this Order for such material. Upon correction of a designation, the
5 Receiving Party must make reasonable efforts to assure that the material is treated in
6 accordance with the provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time **that is consistent with the Court's**
10 **Scheduling Order**. ~~Unless a prompt challenge to a Designating Party's confidentiality~~
11 ~~designation is necessary to avoid foreseeable, substantial unfairness, unnecessary~~
12 ~~economic burdens, or a significant disruption or delay of the litigation, a Party does~~
13 ~~not waive its right to challenge a confidentiality designation by electing not to mount a~~
14 ~~challenge promptly after the original designation is disclosed.~~

15 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
16 resolution process under Civil Local Rule 37-1 et seq. **[Prefer default procedure**
17 **under 37**

18 6.3 Judicial Intervention.

19 The burden of persuasion in any such challenge proceeding shall be on the
20 Designating Party. Frivolous challenges and those made for an improper purpose (e.g.,
21 to harass or impose unnecessary expenses and burdens on other parties) may expose
22 the Challenging Party to sanctions. Unless the Designating Party has waived the
23 confidentiality designation by failing to file a motion to retain confidentiality as
24 described above, all parties shall continue to afford the material in question the level
25 of protection to which it is entitled under the Producing Party's designation until the
26 court rules on the challenge.

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1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by another Party or by a Non-Party in connection with this
4 action only for prosecuting, defending, or attempting to settle this litigation. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the action has been terminated, a Receiving
7 Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
14 only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
16 employees of said Outside Counsel of Record to whom it is reasonably necessary to
17 disclose the information for this action;

18 (b) the officers, directors, and employees (including House Counsel) of the
19 Receiving Party to whom disclosure is reasonably necessary for this litigation and
20 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
22 is reasonably necessary for this litigation and who have signed the “Acknowledgment
23 and Agreement to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants, mock
26 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
27 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
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(Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), **unless otherwise agreed by the Designating Party or ordered by the court.** Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed];

(c) the court and its personnel;

(d) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

1 (e) the author or recipient of a document containing the information or a
2 custodian or other person who otherwise possessed or knew the information.

3 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

5 (a) Unless otherwise ordered by the court or agreed to in writing by the
6 Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order)
7 any information or item that has been designated “HIGHLY CONFIDENTIAL –
8 ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c) first must make a written
9 request to the Designating Party that (1) identifies the general categories of “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving
11 Party seeks permission to disclose to the Expert, (2) sets forth the full name of the
12 Expert and the city and state of his or her primary residence, (3) attaches a copy of the
13 Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies
14 each person or entity from whom the Expert has received compensation or funding for
15 work in his or her areas of expertise or to whom the expert has provided professional
16 services, including in connection with a litigation, at any time during the preceding
17 five years, and (6) identifies (by name and number of the case, filing date, and
18 location of court) any litigation in connection with which the Expert has offered
19 expert testimony, including through a declaration, report, or testimony at a deposition
20 or trial, during the preceding five years.

21 (b) A Party that makes a request and provides the information specified in the
22 preceding respective paragraphs may disclose the subject Protected Material to the
23 identified Expert unless, within 7 days of delivering the request, the Party receives a
24 written objection from the Designating Party. Any such objection must set forth in
25 detail the grounds on which it is based.

26 (c) A Party that receives a timely written objection must meet and confer with
27 the Designating Party (through direct voice to voice dialogue) to try to resolve the
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1 matter by agreement within seven days of the written objection. If no agreement is
2 reached, the Party seeking to make the disclosure to the Expert may file a motion as
3 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if
4 applicable) seeking permission from the court to do so. Any such motion must
5 describe the circumstances with specificity, set forth in detail the reasons why the
6 disclosure to or the Expert is reasonably necessary, assess the risk of harm that the
7 disclosure would entail, and suggest any additional means that could be used to reduce
8 that risk. In addition, any such motion must be accompanied by a competent
9 declaration describing the parties' efforts to resolve the matter by agreement (i.e., the
10 extent and the content of the meet and confer discussions) and setting forth the reasons
11 advanced by the Designating Party for its refusal to approve the disclosure.

12 In any such proceeding, the Party opposing disclosure to the Expert shall bear
13 the burden of proving that the risk of harm that the disclosure would entail (under the
14 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected
15 Material to its Expert.

16 8. PROSECUTION BAR

17 Absent written consent from the Producing Party, any individual receives
18 access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information
19 of Plaintiff or Defendant shall not be involved in the prosecution of patents or patent
20 applications relating to laser spallation, laser induced spallation, propagation of laser-
21 induced stress waves, laser ablation, laser-induced stress-separation, laser-generated
22 stress waves to cause separations and failures within and at interfaces of materials
23 used in aircrafts, laser-based paint removal, laser peening and shaping of aircraft
24 components, laser bond inspection devices or services, and/or laser generated stress
25 waves and their propagation in materials and structural elements, aerospace
26 technology, aircraft or aircraft component design, epoxy, bonded composites,
27 including without limitation the patents asserted in this action and any patent or
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1 application claiming priority to or otherwise related to the patents asserted in this
 2 action including through having a common inventor with the patents asserted in this
 3 action, before any foreign or domestic agency, including the United States Patent and
 4 Trademark Office (“the Patent Office”). For purposes of this paragraph, “prosecution”
 5 includes directly or indirectly drafting, amending, advising, or otherwise affecting the
 6 scope or maintenance of patent claims. To avoid any doubt, “prosecution” as used in
 7 this paragraph does not include representing a party in a challenge of a patent before a
 8 domestic or foreign agency (including, but not limited to, a reissue protest, *ex parte*
 9 reexamination or *inter partes* review) so long as that representation does not include
 10 claim amendments. This Prosecution Bar shall begin when access to “HIGHLY
 11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information is first received by
 12 the affected individual or law firm and shall end two (2) years after final termination
 13 of this action including any appeal and/or any *inter partes* review filed by Defendant
 14 and any appeal, whichever comes later.

15 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 16 IN OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation
 18 that compels disclosure of any information or items designated in this action as
 19 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 20 ONLY” that Party must:

21 (a) promptly notify in writing the Designating Party. Such notification shall
 22 include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the subpoena or order to
 24 issue in the other litigation that some or all of the material covered by the subpoena or
 25 order is subject to this Protective Order. Such notification shall include a copy of this
 26 Stipulated Protective Order; and

27 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 28

1 the Designating Party whose Protected Material may be affected.¹

2 If the Designating Party timely seeks a protective order, the Party served with
3 the subpoena or court order shall not produce any information designated in this
4 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
5 EYES ONLY” before a determination by the court from which the subpoena or order
6 issued, unless the Party has obtained the Designating Party’s permission. The
7 Designating Party shall bear the burden and expense of seeking protection in that
8 court of its confidential material – and nothing in these provisions should be construed
9 as authorizing or encouraging a Receiving Party in this action to disobey a lawful
10 directive from another court.

11 10.A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
12 PRODUCED IN THIS LITIGATION

13 (a) The terms of this Order are applicable to information produced by a Non-
14 Party in this action and designated as “CONFIDENTIAL” or “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
16 Non-Parties in connection with this litigation is protected by the remedies and relief
17 provided by this Order. Nothing in these provisions should be construed as prohibiting
18 a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party’s confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party’s
22 confidential information, then the Party shall:

23 1. promptly notify in writing the Requesting Party and the Non-Party that
24 some or all of the information requested is subject to a confidentiality agreement with
25 a Non-Party;

26
27 ¹ The purpose of imposing these duties is to alert the interested parties to the existence of this
28 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its
confidentiality interests in the court from which the subpoena or order issued.

2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

3. make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court.² Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

11.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

12.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain

² The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).³ This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

13. MISCELLANEOUS

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

13.3 Export Control. Disclosure of Protected Material shall be subject to all applicable laws and regulations relating to the export of technical data contained in such Protected Material, including the release of such technical data to foreign persons or nationals in the United States or elsewhere. The Producing Party shall be responsible for identifying any such controlled technical data, and the Receiving Party shall take measures necessary to ensure compliance.

13.4 Filing Protected Material. Without written permission from the

³ If information is produced in discovery that is subject to a claim of privilege or of protection as trial-preparation material, the party making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return or destroy the specified information and any copies it has and may not sequester, use or disclose the information until the claim is resolved. This includes a restriction against presenting the information to the court for a determination of the claim.

1 Designating Party or a court order secured after appropriate notice to all interested
2 persons, a Party may not file in the public record in this action any Protected Material.
3 A Party that seeks to file under seal any Protected Material must comply with Civil
4 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
5 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
6 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
7 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
8 entitled to protection under the law. If a Receiving Party's request to file Protected
9 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
10 Receiving Party may file the Protected Material in the public record pursuant to Civil
11 Local Rule 79-5 unless otherwise instructed by the court.

12 14.FINAL DISPOSITION

13 Within 60 days after the final disposition of this action, as defined in paragraph
14 4, each Receiving Party must return all Protected Material to the Producing Party or
15 destroy such material. As used in this subdivision, "all Protected Material" includes
16 all copies, abstracts, compilations, summaries, and any other format reproducing or
17 capturing any of the Protected Material. Whether the Protected Material is returned or
18 destroyed, the Receiving Party must submit a written certification to the Producing
19 Party (and, if not the same person or entity, to the Designating Party) by the 60-day
20 deadline that (1) identifies (by category, where appropriate) all the Protected Material
21 that was returned or destroyed and (2) affirms that the Receiving Party has not
22 retained any copies, abstracts, compilations, summaries or any other format
23 reproducing or capturing any of the Protected Material. Notwithstanding this
24 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
25 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
26 deposition and trial exhibits, expert reports, attorney work product, and consultant and
27 expert work product, even if such materials contain Protected Material. Any such
28

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LOS ANGELES, CA

1 archival copies that contain or constitute Protected Material remain subject to this
2 Protective Order as set forth in Section 4 (DURATION).

3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
4
5

6 DATED: March 21, 2024

Respectfully submitted,

7 By: /s/ Makenna Miller

8 Makenna Miller
9 Nicholas Matich
Casey L. Shomaker
10 **MCKOOL SMITH, P.C.**

11 *Attorneys for Defendant, The Boeing*
12 *Company*

13 By: /s/ David P. Emery

14 David P. Emery
15 Raja N. Saliba
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18 **SUGHRUE MION, PLLC**

19 Benjamin A. Katzenellenbogen
20 **KNOBBE, MARTENS, OLSON &**
21 **BEAR, LLP**

22 *Attorneys for Plaintiff*
23 *Laser Spallation Technologies, LLC*

24 **Attestation Regarding Signatures**

25 Pursuant to Local Rule 5-4.3.4(a)(2), I, Makenna Miller, attest that all
26 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
27 content and have authorized the filing.
28

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: March 22, 2024



Hon. Steve Kim
United States Magistrate Judge
Central District

McKool Smith, P.C.
Los Angeles, CA

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 [date] in the case of Laser Spallation Technologies, LLC v. The Boeing Company,
 Case No. 2:23-cv-02294-AB-SK. I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order, and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information
 or item that is subject to this Stipulated Protective Order to any person or entity except
 in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms of
 this Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full
 name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]

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 Los Angeles, CA